

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

No. 5:08-CV-449-BO

CAROLINA POWER & LIGHT)
COMPANY, d/b/a PROGRESS ENERGY)
CAROLINAS INC., *et al.*,)

Plaintiffs,)

v.)

ASPECT SOFTWARE, INC., &)
BELLSOUTH COMMUNICATIONS)
SYSTEMS, LLC,)

Defendants.)


ORDER

This matter is before the Court on Aspect Software's Motion for Reconsideration of this Court's May 7, 2010 Order. Aspect Software ("Aspect") requests that this Court reconsider the conclusion that the terms of a 2001 contract between Aspect, then known as Rockwell, and BellSouth provided that Aspect shall be liable to BellSouth to the full extent that BellSouth may be liable to the Plaintiffs in this matter. For the reasons set forth herein, the Motion for Reconsideration is DENIED.

Aspect does not argue that any intervening change in law or fact necessitates reconsideration. Rather, Aspect repeats the argument raised in its Memorandum in Opposition to BellSouth's Motion for Summary Judgment of its Motion for Summary Judgment (DE # 376) that the 1999 Distribution Agreement between Rockwell and BellSouth limits Aspect's liability. Having considered this and the other arguments advanced by the parties in the briefing and oral

argument on the Motions for Summary Judgment, this Court concluded that the terms of the 2001 contract governed and compelled the conclusion that Aspect would be liable to BellSouth to whatever extent BellSouth would be liable to the Plaintiffs. Therefore, the Motion for Reconsideration is DENIED for the reasons set forth in this Court's May 7, 2010 Order.

SO ORDERED, this 6 day of July, 2010.


TERRENCE W. BOYLE
UNITED STATES DISTRICT JUDGE